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August 1, 2000

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Magalie Roman Salas, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: Request for Emergency Relief of the Rural Independent Competitive Alliance
Enjoining AT&T Corp. From Discontinuing Service Pending Final Decision; CC
Docket No. 96-262
Ex Parte Meeting

Dear Ms. Salas:

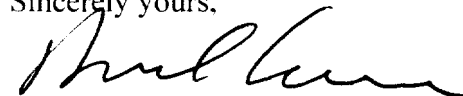
David Cosson and John Kuykendall of Kraskin, Lesse & Cosson, LLP, on behalf of the Rural Independent Competitive Alliance ("RICA") met on July 19, 2000 with Commissioner Powell's legal advisor Kyle Dixon to discuss RICA's Request for Emergency Relief which was placed on Public Notice for comment on May 15, 2000. The comment period ended on June 29, 2000.

The discussion included informing Commission staff regarding the advanced facilities-based services that RICA members are providing to rural communities, how that service is being jeopardized by AT&T's discontinuance of service to RICA members' subscribers, how AT&T's discontinuance of service violates the Communications Act and ways in which the public interest strongly favors an order maintaining the status quo.

The discussion also included a letter sent by AT&T to Cumby Telephone Cooperative, Inc., dated June 12, 2000.

Please contact me if there are any questions regarding this matter.

Sincerely yours,



David Cosson

Attachments

cc: Kyle Dixon

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List A B C D E

RURAL INDEPENDENT COMPETITIVE ALLIANCE

July 2000

RICA is composed of Competitive Local Exchange Carriers (CLECs) affiliated with rural telephone companies.

- RICA members bring modern communications and information services to rural areas previously neglected by large incumbent carriers.
- RICA members concentrate on facilities-based competition to assure the most efficient and effective technology is deployed.

Expansion, or even continuation of these public benefits is not possible if AT&T is allowed to continue unilaterally withdrawing long distance service from rural CLEC subscribers if it determines that the CLEC's access rates are above the level of the large incumbents.

- RICA members compete with large incumbent LECs whose prices benefit from both averaging with urban areas and from a lack of current investment in rural areas.
- RICA members have generally priced access at levels comparable to their affiliated rural telephone companies. Larger companies with which they compete have lower access rates because of their ability to spread the higher cost of serving rural areas with their lower cost urban base.

AT&T's discontinuance of service violates the Communications Act in the following ways:

- AT&T did not obtain authority under Section 214(a) to discontinue service;
- is contrary to its duty to interconnect in Sections 201(a) and 251(a);
- is unjustly discriminatory in violation of Section 202(a); and
- is inconsistent with its own tariffs in violation of Section 203(c).

The public interest strongly favors an order maintaining the status quo:

- AT&T's practice will eliminate the only viable competitor for the local access services of its CATV subscribers
- Harm to RICA's members is irreparable
- Harm to AT&T is unlikely and in any event, negligible
- Failure to act promptly will encourage "self-help" actions which the Commission has consistently deplored
- For reasons similar to AT&T's, Sprint has refused to pay a portion of the lawfully tariffed charges of the Rural CLECs and, from the comments filed in the proceeding, it appears that Worldcom may also follow suit if AT&T is allowed to persist in its "self-help" measures.

In response to RICA's Request for Emergency Relief filed on February 18, 2000, the Commission issued a Public Notice requesting comment. Public comments were due by June 14th with Reply Comments due June 29th. Prompt resolution of this issue is necessary to continue the benefits that communications competition has brought to the communities served by the Rural CLEC members of RICA.



William J. Taggart III
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June 12, 2000

Karen Zimmerman
Cumby Telephone Cooperative Inc.
200 Frisco St.
P.O. Box 619
Cumby, TX 75433

Re: Invoices for Switched Access Services

Dear Ms. Zimmerman:

AT&T Corp. ("AT&T") is in receipt of invoices from Cumby Telephone Cooperative Inc. ("Cumby"), purportedly for switched access services.

AT&T has not ordered originating or terminating switched access services from Cumby. Therefore, AT&T is not obligated to pay Cumby for the access services on the invoices.

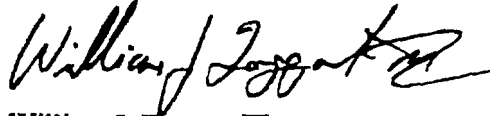
We hereby instruct Cumby to immediately cease routing all traffic to AT&T's network, including, but not limited to, 0+, 1+, 500+, 700+, 8YY+, 900+ and all AT&T associated 10-10-XXX traffic. In addition, Cumby should not complete any calls terminating from AT&T's network that are intended for Cumby's local exchange customers. Moreover, we instruct Cumby not to presubscribe any of its local exchange customers to AT&T's interexchange services. To the extent that Cumby has improperly presubscribed its customers to AT&T, please notify all such customers immediately that Cumby is not authorized to presubscribe customers to AT&T and assist them in selecting another interexchange carrier who has provided Cumby with the appropriate authorization or another local exchange provider who is authorized to presubscribe its customers to AT&T's interexchange services.

We trust that Cumby will immediately comply with AT&T's instruction not to presubscribe any of its customers to AT&T's long distance service. In the event that Cumby does not for any reason comply with this instruction, please be advised that, although AT&T is not obligated to pay for access services it did not order, AT&T is legally obligated to bill the appropriate party for use of AT&T's long distance services. Moreover, AT&T must bill the appropriate party to prevent fraudulent use of its network. In order to do so, AT&T needs customer account records from Cumby through the CARE or BNA processes for any use of AT&T's long distance services by Cumby's local exchange customers provided through switched access services not ordered by AT&T. While AT&T has no choice but to accept these CARE records from Cumby or request BNA information, such action in no way may be construed as the order or purchase of access service from Cumby.

AT&T will hold Cumby liable for all losses, damages and costs arising out of Cumby's improper and unauthorized routing of traffic to AT&T's network.

If Cumby would like to discuss the possibility of mutually acceptable arrangements between the parties for Cumby's provision of access services to AT&T, it will be necessary for Cumby to execute the enclosed Confidentiality and Pre-Negotiation Agreement. AT&T's participation and willingness to engage in discussions with Cumby are not to be considered an order, acceptance or purchase of originating and/or terminating switched access services from Cumby by AT&T or a suspension, interruption, termination or revocation of AT&T's instruction to Cumby to cease routing traffic to AT&T's network, to not complete calls from AT&T's network, and to stop presubscribing Cumby's local exchange customers to AT&T's interexchange services.

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Taggart III", written in a cursive style.

William J. Taggart III

cc: Garry I. Miller
Brian Moore